

National Institutes of Health

Sample Telework Agreement

Name: _____

IC: _____ Division/Workgroup: _____

Title: _____

Business Phone: _____ Home Phone: _____

Telework site phone (if different than above): _____

Telework Site Address: _____

City: _____ State: _____ Zip Code: _____

Is this: ☐ Home ☐ GSA Telecenter ☐ Other (specify): _____

Employee has volunteered to begin a work arrangement whereby the employee would work from employee's home, GSA telework center or other remote location ____ days per week/month. Scheduling changes may be made at the discretion of the manager.

Employee will notify supervisor on a daily basis if unable to perform telework duties.

Emergency/Inclement Weather Dismissal – Whether home, satellite, or conventional office, the following principle is the same: During an emergency that leads to closings and/or dismissals at the official worksite, teleworkers are also excused from duty without loss of pay or charge to leave. In addition, ICs or managers may excuse an employee during an emergency that affects the telework office, but not the official worksite.

TELEWORK TERMS AND CONDITIONS

- I agree to perform services for the NIH as a teleworker; and understand that teleworking is a work alternative that may be approved, modified or terminated by my supervisor at any time when, in their judgment, it adversely affects service to customers or the operation of the Agency.
- I agree that my duties, obligations, responsibilities and conditions of employment with the NIH remain unchanged, and that my salary and benefits remain unchanged and are not affected by telework.
- I agree that my work schedule (see Exhibit A), overtime compensation (if any), leave, and other terms and conditions of employment will conform to the current collective bargaining agreement or personnel policy as applicable, and meet the terms agreed upon with my manager.
- I agree to develop an effective communications strategy with my supervisor and work group including required meetings which are held at the NIH, and will follow that approved strategy throughout my telework schedule.
- I agree that if applicable, I will establish dependent care arrangements during agreed upon work hours.
- I agree to designate a remote workspace, subject to manager approval, that is free from safety hazards and meets agency ergonomic standards as defined on the NIH ergonomics website (see Exhibit B). I will protect the remote worksite from hazards and danger that could affect the equipment and me.
- I understand that telework is not an entitlement and that this arrangement may be terminated by me or my manager at any time.

- I agree to restrict use of any NIH provided equipment, software and data, and supplies, which are located at my remote worksite to the sole use of conducting NIH business.
- I agree to return to the NIH any telework equipment, software, data, and supplies which were supplied by the NIH (see Exhibit C) upon my termination of telework or termination of employment.
- Provided I am given 24 hours notice, I agree that the NIH may make on-site visits to my remote worksite, during normally scheduled work hours, to investigate the condition and area related to any workers compensation claim that occurred at the telework site.
- In the event of equipment malfunctions, I agree to notify my supervisor immediately. I understand that if a malfunction precludes me from working from my remote location, then I may be assigned other work or be asked to report to the primary office worksite.
- I understand that my remote worksite is considered an extension of the NIH primary worksite, and if I am injured in the course of actually performing official duties at the telework office during the agreed upon work hours, I am governed by the provisions of the Federal Employees' Compensation Act. I understand that attending to personal comfort needs is not considered official duties. If I have a job related accident during my telecommuting hours I will report it to my manager immediately.
- I agree to be liable for injuries to third parties and/or household members that occur at my remote worksite, and to indemnify and hold the NIH harmless regarding any such injuries.
- I agree to be responsible for the maintenance and repair of all my personal property, and I understand I should have appropriate insurance coverage.
- I agree that all products, documents, reports, and data created as a result of my work related activities are owned by the NIH, and will be properly secured and returned to the NIH as requested.
- I acknowledge that I have been supplied with and have read the NIH Flexible Workplace Program Policy and will adhere to all other applicable policies and laws.
- I agree that I have read and will comply with the NIH technology guidelines on use of agency and employee equipment for the telework arrangements.

Our signatures below indicate that we have read and accept the terms and conditions of this Agreement, the Work Schedule (Exhibit A), the Telework Office Evaluation (Exhibit B), and the Equipment Inventory (Exhibit C), as well as any related laws and NIH policies involving telecommuting, safety, data security, workers' compensation, and other related matters. We understand that this agreement is not subject to change; however, the exhibits may be modified with agreement by both the teleworker and the manager.

Employee: _____ Date: _____

Manager: _____ Date: _____

The employee and the manager should both retain copies of this agreement.

Attachments: Exhibit A
Exhibit B
Exhibit C

EXHIBIT A

WORK SCHEDULE

The teleworker schedule should be worked out in advance in order to ensure smooth communications flow between teleworker, manager, co-workers, and customers. It is subject to change with consent from both teleworker and manager. These changes should be recorded on a new work schedule form and communicated to any other affected parties.

1. Number of telework days per month: _____

2. Will these days be on a regular schedule? ☐ Yes ☐ No

a) If they are on a regular schedule, please circle the days of the week that the teleworker will be at the remote worksite (in any four-week/2 pay period cycle):

Week 1: M T W Th F

Week 2: M T W Th F

Week 3: M T W Th F

Week 4: M T W Th F

b) If they are not on a regular schedule, please give a narrative description: _____

3. Is this teleworker on any other flexible work schedule that will continue? ☐ Yes ☐ No

a) If they are, what kind of schedule is it?

☐ AWS – compressed work schedule

☐ AWS – flexible work schedule

☐ Other (please describe) _____

b) What days are they out of the office (if any) on this AWS?

Week 1: M T W Th F

Week 2: M T W Th F

Week 3: M T W Th F

Week 4: M T W Th F

EXHIBIT B

TELEWORK OFFICE EVALUATION

Employee has designated the following location as employee's home work area:

(Please specify room or area of residence)

A. WORK STATION SET-UP

1. If in basement, will there be a problem with moisture? ☐ Yes ☐ No
2. Separate from major family activity area? ☐ Yes ☐ No
3. Secure from pets and family members? ☐ Yes ☐ No
4. Background or distracting noise is minimal?
(television, other persons, outside traffic) ☐ Yes ☐ No
5. Equipment not easily viewed from outside/external areas? ☐ Yes ☐ No
6. Office furniture and equipment ergonomically correct as
specified at www.nih.gov/od/ors/ds/ergonomics? ☐ Yes ☐ No
7. Lighting: Directed behind or to the side of line of vision
not in front or above it. ☐ Yes ☐ No
8. Storage: 2 or 4 drawer file drawers needed? ☐ Yes ☐ No
Supplies/resources close to desk? ☐ Yes ☐ No
9. If applicable, does home office comply with lease/association agreement? ☐ Yes ☐ No

B. SAFETY

1. Safe exit path from work area? (recommended width = 36") ☐ Yes ☐ No
2. Evacuation plans established? ☐ Yes ☐ No
3. Smoke detector/alarm present and functional? ☐ Yes ☐ No
4. Fire extinguisher near work area ☐ Yes ☐ No
5. First aid supplies adequate? ☐ Yes ☐ No
6. Extension/power cords secured and in safe condition? ☐ Yes ☐ No
7. Electrical outlets not overloaded? ☐ Yes ☐ No
8. No tripping hazards with electrical cords, loose rugs or carpet? ☐ Yes ☐ No
9. Equipment out of direct sunlight and away from heaters? ☐ Yes ☐ No

10. Air quality/ventilation adequate? __Yes __ No
11. Uncluttered work environment (amount of paper at reasonable levels)? __Yes __ No
12. Overhead shelves or cabinets not in hazardous locations? __Yes __ No
13. Property Insurance? __Yes __ No
 Homeowners __
 Renters __
 Liability __
14. To the best of your knowledge, is the space free of material containing asbestos? __Yes __ No
15. A drinkable water supply available? __Yes __ No
16. Lavatory available with hot and cold running water? __ Yes __ No
17. All stairs with four or more steps equipped with hand rails? __ Yes __ No

C. SECURITY

1. Locks on office door or file cabinet drawers? __Yes __ No
2. Power surge protection in use? __Yes __ No
3. Protective or secure storage for floppy disks? __Yes __ No
4. Privacy for confidential phone conversations. __Yes __ No
 Not applicable __

Additional Comments/Suggestions: _____

Overall Assessment:

- ☐ Satisfactory
- ☐ Not suitable at present. Follow-up and recommendations for item #(s): _____
- _____
- _____

Follow-up Date: _____

EXHIBIT C

EQUIPMENT INVENTORY

PERSONAL PROPERTY PROVIDED BY EMPLOYEE

Some examples are given of property that may be furnished by the employee. These are only examples; please add as many other items as fit your particular circumstance (note you must be able to lock all file cabinets). You are responsible for the maintenance and repair of all employee-owned property.

- | | |
|--|--|
| <input type="checkbox"/> telephone | <input type="checkbox"/> locked filing cabinet |
| <input type="checkbox"/> computer | <input type="checkbox"/> answering machine |
| <input type="checkbox"/> second telephone line | <input type="checkbox"/> voice mail system |
| <input type="checkbox"/> DSL line | <input type="checkbox"/> chair |
| <input type="checkbox"/> Cable Modem | <input type="checkbox"/> desk |

Other (list below):

PROPERTY PROVIDED BY EMPLOYER

Listed below are similar samples of employer property that may be provided to employee as part of the telework arrangement. As set forth in the accompanying Agreement, you are required to promptly return this and all other employer property to employer upon the termination of your telework arrangement.

- | | |
|--|--|
| <input type="checkbox"/> telephone | <input type="checkbox"/> locked filing cabinet |
| <input type="checkbox"/> computer | <input type="checkbox"/> answering machine |
| <input type="checkbox"/> second telephone line | <input type="checkbox"/> voice mail system |
| <input type="checkbox"/> DSL line | <input type="checkbox"/> chair |
| <input type="checkbox"/> Cable Modem | <input type="checkbox"/> desk |

Other (list below):

Date: _____

Employee Initials: _____